

Twenty-Second Amendment to the Contract

This Twenty-Second Amendment to the Contract for Iowa Medicaid Enterprise Services (the "Contract") between the State of Iowa, Department of Human Services (the "Agency" or "DHS") and Telligen, Inc., (the "Contractor") is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of March 1, 2016, and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

Section 1: Background

The parties are amending the Contract to account for a reduction in the volume of Contractor services as a result of Medicaid modernization, with an expected "go live" date of March 1, 2016 for implementation of modernization efforts. This amendment accommodates a reduction in volume of Contractor services beginning the month of "go live," and therefore expected in March 2016, and running through the end of the Contract.

Section 2: Amendment to Contract Language

The Contract is amended as follows:

Revision 1: Section 6 of the Contract, entitled "Term of the Contract" is hereby amended to read as follows:

The term of the Base Contract is May 1, 2010, through June 30, 2013 with Operations effective July 1, 2010.

The Contract Renewal Option Years will consist of four (4), one (1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the beginning of each renewal year.

Revision 2: The document attached hereto as Exhibit A is incorporated into the Contract and RFP Scope of Work. The clauses set forth in Exhibit A amend and/or replace all of Contractor's scope of work as set forth in Section 6.2 of the RFP.

Revision 3: RFP Section 6.1.1.1(a) is amended to read as follows:

- a. Account Manager, which may be a shared position across all contracts held by Contractor at Iowa Medicaid.

Revision 4: RFP Section 6.1.1.1(d) is amended to read as follows:

- d. Operations manager (minimum of one key position for the Medical Services contractor).

Revision 5: Section 13.2 of the Contract, entitled "Operations" is hereby deleted in its entirety.

Revision 6: Section 7.1, Performance Based Contract, is hereby amended by adding the following language at the end of the Section:

Notwithstanding the above, the above payment obligations shall terminate as of March 1, 2016. The following paragraphs establish the payment obligations for any period remaining under the Contract beginning March 1, 2016.

- A. For the scope of work set forth in Section 6.2.11, Contractor shall be entitled to receive the following amounts, prorated based on the start date of the project staff set forth in 6.2.11.2.a:

SFY15	\$174,066.67
SFY16	\$511,403.75
SFY17	\$647,842.50
SFY18	\$660,798.33
SFY19	\$389,943.75

Payment for services within SFY16 through SFY19 of the Section 6.2.11 scope is contingent upon continuance of federal funding for the grant and extension of this Contract.

- B. For services as set forth in RFP Section 6.2 (excluding subsection 6.2.11, which is addressed in Contract Section 7.1(A) above), the Agency will pay Contract based on a mix of fixed price, hourly rate, and unit price for work completed. Table 1 immediately below sets forth the pricing matrix for services.

Table 1: Medicaid Modernization Post-Implementation Payment Table

Scope provision	Description	Basis of Payment	Projected Volume (SFY16 figures are March 1 – June 30)
6.2.1	Medical Support	\$209,000 per month through June 2016. \$175,000 per month thereafter	n/a
6.2.2.2(b)(5)	CHSC electronic PA summary	Hourly based on Hourly Rate Table 2	Hours: SFY 2016 = 14 SFY 2017 = 40
6.2.2.2(e)	Coordination of services – special needs children/EPSTDT	Hourly based on Hourly Rate Table 2	Hours: SFY 2016 = 14 SFY 2017 = 40
6.2.3.2(b) and (z)	Medical PAs	\$9 for each completed Medical PA assigned by the Agency.	Completed PAs: SFY 2016 = 8,212 SFY 2017 = 24,634
6.2.3.2(aa)	HCBS waiver PAs	\$70 for each completed HCBS waiver PA assigned	Completed PAs: SFY 2016 = 133 SFY 2017 = 400

		by the Agency	
6.2.3.2(bb)	Inpatient psychiatric PAs	\$90 for each completed inpatient psych PA assigned by the Agency	Completed PAs: SFY 2016 = 120 SFY 2017 = 360
6.2.4.2 (a) through (m), (o) through (u), and (w) through (y)	Long-term care reviews	\$277 per completed review	Completed Reviews: SFY 2016 = 5,334 SFY 2017 = 16,000
6.2.4.2(n)	PACE quality assurance and compliance monitoring	\$18,397.50 per month	n/a
6.2.4.2(v)	MDS Section Q intake and referral for the full population	Hourly rate as set forth in Table 2	Hours: SFY 2016 = 37 SFY 2017 = 111
6.2.6	Health Information Tech. services	\$16,335 per month	n/a
6.2.7	Medical Home Program	\$14,833.33 per month	n/a
6.2.8	ICD-10 Testing	Hourly based on Hourly Rate table, with hours performed by a Quality Analyst Engineer.	Hours: SFY 2016 = 27 SFY 2017 = 80

Table 2: Medicaid Modernization Post-Implementation Hourly Rate Table

Title	Hourly Rates
Review Assistant I	45
Review Assistant II	50
Health Data Analyst	75
Quality Analyst Engineer	85
SR Review Coordinator	90
SR Health Data Analyst	90
SR Business Analyst	110
Quality Improvement Manager	125
Database Assistant IV	130
Lead Technical	140
Biostatistician	125
Manager	125
Director	150
SR Director	175
Vice President	250

All hours incurred shall be billed in 15-minute increments.

- C. During the following State Fiscal Years, Contractor shall not invoice the Department for any amounts in excess of the following "not to exceed" values without prior amendment to this Contract. The Contractor will bill monthly and notify the Agency when 75% and again when 90% of the NTE amount is expended related to each scope provision. The parties will evaluate the work remaining and determine if any adjustments to the scope of work or budget are necessary.

SFY2016	\$12,624,296
SFY2017	\$ 8,083,329

MCO Non-Readiness Mitigation Plan:


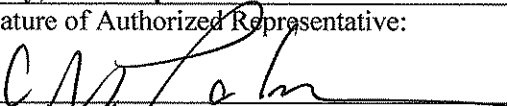
- In the event that one or more MCOs is/are not fully functional on March 1, 2016, the Contractor shall continue to conduct, for the affected MCO population, all scope of work items listed in Contract Exhibit A, including those items listed as ceasing effective March 1, 2016, for as long as deemed necessary. The prices for this mitigation plan will be a Monthly Fixed Fee and depend on the number of fully functional MCOs.
- Pricing below based on the assumption that three MCOs will manage the IA Health Link program.
 - If one MCO is not ready, then the total monthly Not to Exceed amount for this contract from March 2016 through June 2016 will be: \$922,915.
 - If two or more MCOs are not ready, the parties shall work in good faith to identify and address impacts to scope, timing and fees, and execute an amendment to the contract.

Section 3: Ratification and Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 4: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Telligen, Inc.	Agency, Iowa Department of Human Services
Signature of Authorized Representative:	Signature of Authorized Representative:
	
Printed Name: David Hancock	Printed Name: Charles M. Palmer
Title: Vice President	Title: Director
Date: 1-30-2016	Date: 2-19-14